

SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES

APRIL 30, 2007
CONTRACT PERIOD THROUGH ~~APRIL 30 2005~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 06, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
 Susan Varscsak, Library District
 Mirheta Muslic, Materials Management



CONTRACT FOR SERVICES PURSUANT TO RFP 01120, GALE

This Contract is entered into this 6th day of March, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and the GALE GROUP, a **Michigan** Corporation (Contractor") for the purchase of Electronic Data Base Products services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 6th day of March 2002 and ending the 31st day of March ~~2005~~ **2007**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP and or the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, contract number, item numbers, description of services, quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work as responded to in the RFP, and the attached licensing agreement attached hereto and incorporated herein as Exhibit "B."
- 3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to Contractors obligations under this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements:

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retention's by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 **Commercial General Liability:** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 **Automobile Liability:** Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 **Workers' Compensation:** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 **Certificates of Insurance.**

Upon demand and within 48 hours Contractor shall produce certificates of insurance, as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty- (30) day's prior written notice to the County.

4.2 **INTERNET ORDERING CAPABILITY:**

It is the intent of Maricopa County at its option to utilize the Internet to place orders under this Contract.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Gale Group
Attn: Contract Administration
27500 Drake Road
Farmington Hills, MI 48331-3535

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.5 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date (March 31, 2005). Requests for adjustment in price must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.6 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCE'S:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract only for the duration of this contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.16 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

ACCEPT PROCUREMENT CARD: YES NO

We would need mor information before we could answer this question

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: REBATE X NO %REBATE

OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT: YES*

*I would recommend yes; with 'qualifications' of similar population levels, or concurrent user requests being noted

*Other government agencies in addition to the libraries listed may use this Contract with qualifications of similar population levels or concurrent user requests being noted

PRICING SHEET **S027402/B0604225**

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

LOT A, GALE

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders XXXXX
 Number of Sites _____
 Number of Terminals _____
 Budget _____
 Other, please specify: _____

Pricing per individual library

Product with Unlimited Users & Remote Access	Pricing							
Centrally Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
InfoTrac OneFile*	10,230 10,434.60	9,746 9,940.92	23,440 23,908.80	16,435 16,763.70	6,902 7,040.04	104,763 106,830.72	17,502 17,852.04	19,720 20,114.40

*Includes InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, General Reference Center Gold, Expanded Academic ASAP, LegalTrac, Natl Newspapers Index

Product with Unlimited Users & Remote Access	Pricing							
Centrally Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Informa!	3,086 3,147.72	3,086 3,147.72	4,603 4,695.06	3,086 3,147.72	3,086 3,147.72	8,122 8,284.44	4,603 4,695.06	3,086 3,147.72

Additional Information or Notes:

Purchase of InfoTrac ONEFile includes, at no additional charge, the ability for a library to access the component databases individually:
 Expanded Academic ASAP; General Reference Center-GOLD; InfoTrac Student's/Kid's Edition Products; for the full library or for a department
 within the library such as the Children's Room.

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
InfoTrac OneFile	145,089 147,990.78	Inclusive	145,089 147,990.78
Informa!	32,758 33,413.16	Inclusive	32,758 33,413.16
		Lot A Total=	177,847 181,403.94

Additional Information or Notes:

Purchase of InfoTrac ONEFile includes, at no additional charge, the ability for a library to access the component databases individually: Expanded Academic ASAP; General Reference Center-GOLD; InfoTrac Student's/Kid's Edition Products; for the full library or for a department within the library. Ie Children's Room.

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

Additional Information or Notes:
For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:
For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:
Ancestry Plus, Associations Unlimited, Biography & Geneology Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

LOT B, GALE

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders XXXX
Number of Sites
Number of Terminals
Budget
Other, please specify:

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Health & Wellness Resource Center with Alt-Health Module	90,161 91,964.22	Inclusive	90,161 91,964.22

Lot B Total = ~~90,161~~ 91,964.22

Additional Information or Notes:

Pricing per individual library

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Health & Wellness Resource Center with Alt-Health Module	4,419 4,507.38	4,210 4,294.20	10,124 10,326.48	7,098 7,239.96	2,981 3,040.62	45,251 46,156.02	7,560 7,711.20	8,518 8,688.36

Additional Information or Notes:

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**LOT C, GALE****The pricing below is based on (check the appropriate entry):**Number of Registered Card Holders XXXXNumber of Sites Number of Terminals Budget Other, please specify: **The pricing in this section is guaranteed if all 8 Libraries purchase the product.**

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Associations Unlimited	62,019 63,259.38	Inclusive	62,019 63,259.38
Business & Company Resource Center	181,351 184,978.02	Inclusive	181,351 184,978.02
to add Newsletters	no charge	Inclusive	no charge
to add Prompt	no charge	Inclusive	no charge
to add Investext (ASCII format)	no charge	Not Available	no charge
to add Investext PLUS (PDF format)	88,479 90,248.58	Not Available	88,479 90,248.58
RDS TableBase	40,975 41,794.50	Inclusive	40,975 41,794.50
		Lot C	372,824 380,280.48
		TOTAL=	

Additional Information or Notes:

- 1 Newsletters will be added to Bus.& Co.Resource Ctr. at no charge.
- 2 Prompt will be added to Bus.& Co.Resource Ctr. at no charge.
- 3 Investext will be added to Bus.& Co.Resource Ctr. at no charge.
- 4 InvestextPLUS does NOT offer remote access option to the Public Library Customer, due to content provider restrictions at present.

Pricing per individual library

Product with Unlimited Users & Remote Access Centrally Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Associations Unlimited	5,677 5,790.54	5,409 5,517.18	13,009 13,269.18	9,121 9,303.42	3,830 3,906.60	40,000 40,800.00	9,713 9,907.26	10,944 11,162.88
Business & Company Resource Center	8,661 8,834.22	8,251 8,416.02	19,844 20,240.88	18,551 18,922.02	5,843 5,959.86	88,690 90,463.80	14,817 15,113.34	16,695 17,028.90
to add Newsletters	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.
to add Prompt	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.
to add Investext (ASCII format)	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.	n.c.
Investext PLUS (PDF format)	9,077 9,258.54	8,647 8,819.94	20,796 21,211.92	14,580 14,871.60	6,124 6,246.48	92,948 94,806.96	15,528 15,838.56	17,496 17,845.92
RDS TableBase	4,557 4,648.14	4,342 4,428.84	10,441 10,649.02	7,321 7,463.42	3,074 3,135.48	46,665 47,598.30	7,796 7,951.92	8,784 8,959.68

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**LOT C, GALE** (continued)

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>			3		2	3		
Associations Unlimited			5,346 5,452.92		3,564 3,635.28	5,346 5,452.92		
<i>Number of Users</i>	1	1	1	1	1	1	1	1
Investext PLUS (PDF format)	3,366 3,433.32	3,366 3,433.32	3,366 3,433.32	3,366 3,433.32	3,366 3,433.32	3,366 3,433.32	3,366 3,433.32	3,366 3,433.32
<i>Number of Users</i>				3				
RDS TableBase				3,074 3,135.48				

Additional Information or Notes:

Investext PLUS does NOT offer remote access option to the Public Library Customer, due to content provider restrictions at present.

LOT F**The pricing below is based on (check the appropriate entry):**Number of Registered Card Holders XXXXNumber of Sites Number of Terminals Budget Other, please specify: **Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing								
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe	
Biography Resource Center with Marquis Who's Who	16,180 16,503.60	16,180 16,503.60	26,651 27,184.02	22,843 23,299.86	8,566 8,737.32	28,554 29,125.08	22,843 23,299.86	22,843 23,299.86	*1>See Notes
Biography and Genealogy Master Index	2,006 2,046.12	2,006 2,046.12	3,304 3,370.08	2,832 2,888.64	1,062 1,083.24	3,540 3,610.80	2,832 2,888.64	2,832 2,888.64	*2>See Notes
Ancestry Plus	5,040	5,040	10,959	6,720	2,520	18,265	5,040	6,720	*3>See Notes

Additional Information or Notes:

*1>If BioRC w/Marquis purchased with InfoTrac OneFile (Lot A), these noted prices will be reduced an additional 15% discount.

*2>If 2 or more institutions accept central billing, deduct additional 5% form these prices.

*3>If 2 or more institutions accept central billing, deduct additional 5% form these prices.

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

LOT F (continued)

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>		2	6	5	2	6		2
Biography Resource Center with Marquis Who's Who		5,491 5,600.82	16,474 16,803.48	13,728 14,002.56	5,491 5,600.82	16,474 16,803.48		5,491 5,600.82
<i>Number of Users</i>				3		3		
Biography and Geneology Master Index				1,593 1,624.86		1,593 1,624.86		
<i>Number of Users</i>		2	3		1	2	2	3
Ancestry Plus		2,520	3,990		1,405	2,520	2,520	3,990

Additional Information or Notes:

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Biography Resource Center with Marquis Who's Who	\$119,538 121,928.76	Inclusive	\$119,538 121,928.76
Biography and Geneology Master Index	\$15,692 16,005.84	Inclusive	\$15,692 16,005.84
Ancestry Plus	\$44,756	Inclusive	\$44,756

*1>see Notes

Additional Information or Notes:
***1> If purchased with InfoTrac Onefile
(LotA), price
will be set at: \$95,630**

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

LOT F, GALE

The pricing below is based on (check the appropriate entry):
Number of Registered Card Holders XXXX
Number of Sites _____
Number of Terminals _____
Budget _____
Other, please specify: _____

Pricing per individual library

Product with Specified Simultaneous Users	Glendale	MCLD	Peoria	Phoenix	Scottsdale	Tempe
Individually Billed	8 Users	12 Users	7 Users	8 Users	8 Users	9 Users
AncestryPlus	2,520.00	3,990.00	1,405	2,520.00	2,520.00	3,990.00

The pricing in this section is guaranteed if all 6 Libraries purchase the products.

Product with Specified Simultaneous Users Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
Ancestry Plus	16,945.00	N/a	16,945.00
		Lot F TOTAL=	16,945.00

Additional Information or Notes:
An additional five percent (5%) discount will be accessed if two or more institutes
Receive the AncestryPlus Database.

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535

LOT G

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

Pricing per individual library

Product with Unlimited Users & Remote Access Individually Billed	Pricing								
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe	
Literature Resource Center with Scribners & Twayne's	\$ 29,015 29,595.30	\$ 29,015 29,595.30	\$ 50,305 51,311.10	\$ 43,118 43,980.36	\$,169 16,492.38	\$ 53,898 54,975.96	\$ 43,118 43,980.36	\$ 43,118 43,980.36	*1>
Contemporary Authors	\$	\$	\$	\$	\$	\$	\$	\$	
Contemporary Literary Criticism Select	\$	\$	\$	\$	\$	\$	\$	\$	
Cont.Authors/Cont.Lit.Crit.Select Pkg.	\$ 9,806 10,002.12	\$ 9,806 10,002.12	\$ 16,150 16,473.00	\$ 13,844 14,120.88	\$ 5,192 5,295.84	\$ 17,304 17,650.08	\$ 13,844 14,120.88	\$ 13,844 14,120.88	*2> and *3>

Additional Information or Notes:

*1> **If purchased with InfoTrac OneFile (LotA) these prices will be reduced 15%**

*2> **CA/CLC quoted as 'bundle', both in RFP, and now in Best and Final**

*3> **If 2 or more institutions accept central billing, deduct additional 5% from these noted prices**

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing			
	Product Cost	Remote Access	Total Price	
Literature Resource Center with Scribners & Twayne's	\$ 241,245 246,069.90	Inclusive	\$ 241,245 246,069.90	*1>see notes
Contemporary Authors	\$	\$	n/a	
Contemporary Literary Criticism Select	\$	\$	n/a	
Contemp.Authors/Cont.Liter.Crit.Select Pkg.	\$ 72,277 73,722.54	Inclusive	\$ 72,277 73,722.54	*2>see notes

Additional Information or Notes:

***1> If purchased with InfoTrac OneFile (LotA) price will be set at: \$192,996**

***2> CA/CLC quoted as 'bundle', both in RFP, and now in Best and Final.**

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Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>		3	6	5	2	10	2	3
Literature Resource Center with Scribners & Twayne's		16,466 16,795.32	32,932 33,590.64	27,443 27,991.86	10,977 11,196.54	54,887 55,984.74	10,977 11,196.54	16,466 16,795.32
<i>Number of Users</i>	2							
Contemp.Authors/Cont.Liter.Crit.Select Pkg with Dictionary of Literary Biography	6,230 6,354.60							

Additional Information or Notes:

LOT G

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders X**Number of Sites** X**Number of Terminals** _____**Budget** _____**Other, please specify:** _____

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access One Invoice submitted annually to MCLD	Pricing		
	Product Cost	Remote Access	Total Price
Poem Finder on the Web (including Story Finder)	\$20,400	included	\$20,400

Additional Information or Notes:

Year 1: \$20,400Year 2: \$21,420 (5% increase)Year 3: \$22,491 (5% increase)**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Poem Finder on the Web (including Story Finder)	\$ 2,405	\$ 2,405	\$ 5,655	\$ 2,405	\$ 2,080	\$ 5,655	\$ 2,730	\$ 1,755

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Additional Information or Notes:

Additional Discounts:

2-4 libraries - 5%

5-7 libraries - 10%

Year 2 and 3: 5% increase on prices

SUPPLEMENTAL PRICING

LOT

Vendor Name: _____

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Additional Costs or Discounts - Central Billing	Pricing
Multiple Product Discounts:	\$
Software Fees (not including licensing fees):	\$
Consulting and Training Fees:	\$250/day for onsite training
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	
	\$

TOTAL Additional Fees \$0.00

Additional Information or Notes:

Additional cost of \$250 per day for onsite training.

All other training materials including printed user's guides, display

materials, online help, phone technical assistance and email technical assistance

are included at no additional charge.

Pricing per individual library

Additional Costs or Discounts	Pricing							
Individually Billed	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Multiple Product Discounts:	\$	\$	\$	\$	\$	\$	\$	\$
Software Fees (not including licensing fees):	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees:	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized								
	\$	\$	\$	\$	\$	\$	\$	\$

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	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Additional Fees	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training	\$250/day for onsite training

Additional Information or Notes:**Additional cost of \$250 per day for onsite training.**

All other training materials including printed user's guides, display materials, online help, phone technical assistance and email technical assistance are included at no additional charge.

LOT H**The pricing below is based on (check the appropriate entry):**

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

Pricing per individual library

Product with Unlimited Users & Remote Access Individually Billed	Pricing								See Notes:
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe	
InfoTrac Kids Edition	1,484 1,513.60	1,484 1,513.60	2,565 2,626.30	2,198 2,241.96	824 840.48	3,435 3,503.70	2,198 2,241.96	2,198 2,241.96	1,2
InfoTrac Junior Edition	3,000 3,060.00	3,000 3,060.00	5,186 5,289.72	4,445 4,533.90	1,667 1,700.34	6,945 7,083.90	4,445 4,533.90	4,445 4,533.90	1,2
InfoTrac Student Edition	6,937 7,075.74	6,937 7,075.74	12,846 13,102.92	11,990 12,229.80	3,854 3,931.08	16,058 16,379.16	11,990 12,229.80	11,990 12,229.80	1,2
Student Resource Center Gold	14,246 14,530.92	14,246 14,530.92	24,623 25,115.46	21,106 21,528.12	7,915 8,073.30	32,928 33,586.56	21,106 21,528.12	21,106 21,528.12	1,2
General Reference Center Gold	9,450 9,369.00	9,450 9,369.00	22,502 22,952.04	15,557 15,868.14	5,000 5,100.00	25,836 26,352.72	16,630 16,962.06	18,739 19,113.78	2

Additional Information or Notes:

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*1> If purchased with InfoTrac OneFile (LotA) any/each of these will be given at no-charge for same term.

*2> If 2 or more institutions accept central billing on the same database, deduct additional 5% from these noted prices.

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access	Pricing				
	Product Cost		Remote Access	Total Price	
InfoTrac Kids Edition	13,169	13,432.38	Inclusive	13,169 13,432.38	*1>see note
InfoTrac Junior Edition	26,346	26,872.92	Inclusive	26,346 26,872.92	*1>
InfoTrac Student Edition	61,565	62,796.30	Inclusive	61,565 62,796.30	*1>
Student Resource Center Gold	105,382	107,489.64	Inclusive	105,382 107,489.64	*2>see note
General Reference Center Gold	64,167	65,450.34	Inclusive	64,167 65,450.34	*3>see note

Additional Information or Notes:

***1> If InfoTrac OneFile purchased (LotA), each/any of these databases will be given at no-charge for same term.**

***2> If InfoTrac OneFile purchased (LotA), the price will be set at: \$55,758**

3> If InfoTrac OneFile purchased (LotA) the price will be set at: **32,084*

LOT H (continued)

Product with Selected Number of Users, Remote Access, & Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
<i>Number of Users</i>			<i>Unlimited</i>	<i>5</i>		<i>Unlimited</i>		
Student Resource Center Gold			18,000 18,360	10,000 10,200		18,000 18,360		
<i>Number of Users</i>			<i>Unlimited</i>					
General Reference Center Gold			20,000 20,400					

Additional Information or Notes:

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

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LOT J

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
History Resource Center - United States	\$170,951 174,370.02	Inclusive	\$170,951 174,370.02
History Resource Center - Modern World	\$170,951 174,370.02	Inclusive	\$170,951 174,370.02

Additional Information or Notes:

*IF purchased in combination with InfoTrac OneFile (see LotA): price-reduced for Duplicate Content

***Special Pricing Notation:**

If Both Resource Centers are Purchased Together Second Resource Center Priced at 50% discount

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Selected Users & Remote Access Central Billing	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
History Resource Center - United States	\$ 8,747 8,921.94	\$ 13,120 13,382.40	\$ 36,445 37,173.90	\$ 13,120 13,382.40	\$ 8,747 8,921.94	\$ 72,890 74,347.80	\$ 8,747 8,921.94	\$ 8,747 8,921.94
History Resource Center - Modern World	\$ 8,747 8,921.94	\$ 13,120 13,382.40	\$ 36,445 37,173.90	\$ 13,120 13,382.40	\$ 8,747 8,921.94	\$ 72,890 74,347.80	\$ 8,747 8,921.94	\$ 8,747 8,921.94
Simultaneous Users per Library	2	3	5	5	2	5	2	3
Opposing Viewpoints	\$ 2,599 2,650.99	\$ 4,115 4,197.30	\$ 6,137 6,259.74	\$ 6,137 6,259.74	\$ 2,599 2,650.99	\$ 6,137 6,259.74	\$ 2,599 2,650.99	\$ 4,115 4,197.30

Additional Information or Notes:

Additional Pricing Information: Price reflects 5% Deduction for Central Billing

***Special Pricing Notation: If Both Resource Centers are Purchased Together Second Resource Center Priced at 50% discount.**

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

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For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:
 Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition,
 InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	5	5	unlimited	5	5	unlimited	5	5
History Resource Center - United States	\$ 9,207 9,391.14	\$ 13,811 14,087.22	\$ 38,363 39,130.26	\$ 13,811 14,087.22	\$ 9,207 9,391.14	\$ 198,900 202,878.00	\$ 9,207 9,391.14	\$ 9,207 9,391.14
History Resource Center - Modern World	\$ 9,207 9,391.14	\$ 13,811 14,087.22	\$ 38,363 39,130.26	\$ 13,811 14,087.22	\$ 9,207 9,391.14	\$ 198,900 202,878.00	\$ 9,207 9,391.14	\$ 9,207 9,391.14

Additional Information or Notes:

***Special Pricing Notation:** If Both Resource Centers are Purchased Together Second Resource Center Priced at 50% discount.

For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:

For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:

Ancestry Plus, Associations Unlimited, Biography & Genealogy Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition,
 InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

LOT M

The pricing below is based on (check the appropriate entry):

Number of Registered Card Holders XXXX

Number of Sites

Number of Terminals

Budget

Other, please specify:

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Product with Unlimited Users & Remote Access Central Billing	Pricing		
	Product Cost	Remote Access	Total Price
What Do I Read Next?	\$0	Inclusive	\$0

Additional Information or Notes:

***Special Pricing Notation:**

this provided at no-charge

THOMSON GALE GROUP INC, 27500 DRAKE ROAD, FARMINGTON HILLS, MI 48331-3535**Pricing per individual library**

Product with Unlimited Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
What Do I Read Next?	\$1,828.86	\$1,742.16	\$4,190.16	\$2,937.60	\$1,234.20	\$15,606.00	\$3,128.34	\$3,525.12
	\$1,793	\$1,708	\$4,108	\$2,880	\$1,210	\$15,300	\$3,067	\$3,456

Additional Information or Notes:

***Special Pricing Notation:**

IF InfoTrac OneFile purchased (see Lot A): then this product will be provided at no-charge to the same purchasing institutions.

Pricing per individual library

Product with Selected Users & Remote Access Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Simultaneous Users per Library	2	3	10	3	2	unlimited	2	2
What Do I Read Next?	\$ 992	\$ 1,488	\$ 3,720	\$ 1,488	\$ 992	\$ 15,300	\$ 992	\$ 992
	1,011.84	1,517.76	3,794.40	1,517.76	1,011.84	15,606.00	1,011.84	1,011.84

Additional Information or Notes:

***Special Pricing Notation:** IF InfoTrac OneFile purchased (see Lot A): then this product will be provided at no-charge to the same purchasing institutions

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LOT, GALE

Vendor Name:

Indicate in the space provided below, and on additional pages if necessary, other fees, charges, and discounts

The pricing in this section is guaranteed if all 8 Libraries purchase the product.

Additional Costs or Discounts - Central Billing	Pricing
Multiple Product Discounts:	\$
Software Fees (not including licensing fees):	\$
Consulting and Training Fees:	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized	

TOTAL Additional Fees

\$0.00

Additional Information or Notes:

1> Gale Group will note as 'Additional Discount' the following
IF ALL PRODUCTS in ALL CURRENT LOTS (A,B,C) Selected on a basis
of ALL 8 Libraries:

Lot A181,717

Lot B72,129

Lot C418,162

Additional 15% Discount will be applied

Total Lots A/B/C together

NET=~~\$571,207~~ 582,631.14

Pricing per individual library

Additional Costs or Discounts Individually Billed	Pricing							
	Chandler	Glendale	MCLD	Mesa	Peoria	Phoenix	Scottsdale	Tempe
Multiple Product Discounts:	\$	\$	\$	\$	\$	\$	\$	\$
Software Fees (not including licensing fees):	\$	\$	\$	\$	\$	\$	\$	\$
Consulting and Training Fees:	\$	\$	\$	\$	\$	\$	\$	\$
Additional Pricing or Other Fees or Charges: All expenses not included in base price must be itemized								
	\$	\$	\$	\$	\$	\$	\$	\$
1	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL Additional Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Additional Information or Notes:

1> For all Electronic Databases selected, either individually, or in group, the customer libraries on an individual basis will qualify for additional discounts on databases not named in this RFP,

as well as discounts extended for additional simultaneous users purchased (where applicable) to meet individual library needs.

2> The purchase of any electronic database in the above lots, qualifies the subscribing library to print discounts, on comparable titles that may be published in electronic format, or in the related topical field of database purchased.

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For any library that does not purchase InfoTrac OneFile: if they purchase 3 or more of the following products, a 10% discount will be added to the price of these products:
 For any library that does purchase InfoTrac OneFile, an additional 20% discount will be applied to InfoTrac and any of the following products they purchase:
 Ancestry Plus, Associations Unlimited, Biography & Geneology Master Index, General Reference Center Gold, History Resource Center - both modules, InfoTrac Kids Edition, InfoTrac Junior Edition, InfoTrac Student Edition, Student Reference Center Gold

EXHIBIT B1 – SEE HARD COPY IN FILE (Added 01/16/2003)

PRICING SHEET S027402/B0604225

Terms:	NET 30 or As Negotiated
Vendor Number:	061411737 W000002065 X
Telephone Number:	800/877-4253 248/699-4253
Fax Number:	800/414-5043 248/699-8032
E-Mail Address (REP)	elaine.ross@gale.com karen.bailery@thomson.com
Company Web Site	www.gale.com www.thomsongale.com
Contact Person	Elaine Ross (X1044) Karen Bailey
Insurance Certificate	Required
Contract Period:	To cover the period ending April 30, 2005 2007.